## IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, :

:

Plaintiff, : CIVIL ACTION

v. : NO. 20-5096

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**CREDFORCE AMERICA, INC.** 

:

Defendant.

## **ORDER**

**AND NOW**, this \_\_7th\_\_ day of May 2021, upon consideration of the Plaintiff's Motion for Default Judgment against Defendant CredForce America, Inc., (ECF 7) and Plaintiff's letter to the court dated April 30, 2021, **IT IS HEREBY ORDERED AND DECREED** the motion is **GRANTED**.

## IT IS FURTHER ORDERED that:

- a) **JUDGEMENT** is entered in favor of the Trustees of the University of Pennsylvania, by its agent the Aresty Institute of Executive Education of the Wharton School and against defendant CredForce America, Inc. ("Defendant") in the amount of \$1,210,493.45;
- b) CredForce America, Inc. and its officers, agents, servants, employees and attorneys, affiliates, and all persons acting in concert and participation with Defendant are hereby **PERMANENTLY RESTRAINED AND ENJOINED** from:
  - i. using any images related to Wharton in connection with the sale and advertising of any services offered by Defendant;
  - ii. using any logo and/or layout or colors which may be calculated to falsely advertise the services or products of Defendant offered for sale or offered for sale via the Defendant's businesses CredForce, TMI, and Edvantic, Inc., www.credforce.com; www.tmi.com; www.edvantic.com; www.whartonemp.com; and www.linkedin.com/company/credforce. (collectively, the "Defendant's Businesses") and/or any other website or

business, as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiff;

- iii. falsely representing themselves as being connected with Plaintiff, through sponsorship or association;
- iv. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendant offered for sale, sold or offered via the Defendant's Businesses and/or any other website or business are in any way endorsed by, approved by, and/or associated with Plaintiff;
- v. using any reproduction, counterfeit, copy, or colorable imitation of the images related to Wharton in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendant via the Defendant's Businesses and/or any other website or business, including, without limitation, sales and marketing materials;
- vi. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods or services offered for sale or sold by Defendant via the Defendant's Businesses and/or any other website or business, as being those of Plaintiff or in any way endorsed by Plaintiff
- vii. otherwise unfairly competing with Plaintiff; and
- viii. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibition set forth above.
- c) Counsel for Plaintiff shall forthwith cause a copy of this Default Judgement and Permanent Injunction to be served upon Defendant by email addressed to <a href="mailto:sanjeeva.shukla@credforce.com">sanjeeva.shukla@credforce.com</a> and <a href="mailto:rajiv.gupta@edvanctic.com">rajiv.gupta@edvanctic.com</a> and to regular mail, with return receipt requested at Defendant's last known address: 3700 N. Cap of Tx. Hwy, Suite 450, Austin, TX 78746, and to certify, by Affidavit of Service, that counsel for the Plaintiff has done so.

BY THE COURT:

/s/ Petrese B. Tucker

Hon. Petrese B. Tucker, U.S.D.J.